

INTERAGENCY SERVICE AGREEMENT  
between the  
ARIZONA DEPARTMENT OF TRANSPORTATION  
and the  
GOVERNOR'S OFFICE OF COMMUNITY & FAMILY PROGRAMS  
DIVISION FOR WOMEN

This Interagency Service Agreement (ISA) is entered into pursuant to A.R.S. 35-148 between the Arizona Department of Transportation (hereinafter referred to as ADOT) and the Governor's Office of Community & Family Programs, Division for Women (hereinafter referred to as DFW).

Whereas, A.R.S. 35-148 (A) authorizes a State Agency to advance funds to another State Agency for services to be performed pursuant to an Interagency Service Agreement, and (B) authorizes such funds to be credited to the appropriation account of the agency performing the services for use by such agency.

THEREFORE IT IS AGREED that ADOT provide funding to DFW under the terms of this Interagency Service Agreement as detailed in this ISA.

I. Purpose of the Agreement

The purpose of this agreement is to provide funds to the Governor's Division for Women to coordinate a highway construction pre-apprenticeship training program in Phoenix and Tucson.

II. Term of the Agreement

This ISA shall become effective as of October 18, 1996 and will terminate on September 30, 2000.

III. Payment and Amount

DFW shall request funds as needed to reimburse DFW expenditures according to the attached budget.

These funds are made available from fiscal year 1997 contingency funds (Federal Highway CFDA#~~20-504~~). Funds are to be expended in accordance with the applicable Office of Management and Budget (OMB) Circular.

IV. Reports

DFW shall provide quarterly reports to ADOT on the status of the project, number of participants, participants working, etc.

DFW shall furnish the ADOT a final expenditure report relating to the project on or before September 30, 2000.

V. Ownership of Information

Title to all reports, information data, plans and other materials prepared by DFW in performance of this agreement shall be acknowledged as having been funded in part by the Arizona Department of Transportation. DFW and ADOT shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this ISA.

VI. Termination or Modification

Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This agreement may be modified at any time by mutual agreement in order to accommodate unforeseen circumstances. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by the authorized representative of the respective parties.

VII. Assignment and Delegation

Neither party may assign any rights hereunder without the express, written, prior consent of the other party.

VIII. Arbitration

This contract is subject to arbitration to the extent required by A.R.S. § 12-1518.

IX. Cancellation for Conflict of Interest

The Governor may, by written notice to the Contractor, immediately cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State or its departments or agencies is an employee or agent of any other party in any capacity or a consultant to any other party to the Contract. Such cancellation shall be effective when written notice from the Governor is received by the parties to the Contract, unless the notice specifies a later time.

X. Audit of Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Contract. Upon request, the Contractor shall produce the original of any or all such records.

XI. Entire Agreement

This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification to this Agreement shall be made only in writing and signed by the parties to this Agreement.

XII. Invalidity of Part of the Agreement

The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

XIII. Applicable Law

This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901, et seq.).

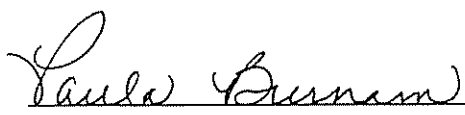
XIV. Notices

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States mail, postage prepaid, to the parties at their respective addresses as indicated on the signature page of this document.

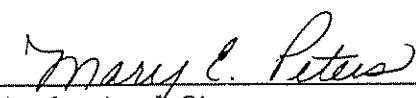
XV. Non-Discrimination

The parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

GOVERNOR'S OFFICE OF COMMUNITY  
AND FAMILY PROGRAMS

  
for Linda Stiles, Director  
1700 W. Washington, Suite 101-D  
Phoenix, Arizona 85007

ARIZONA DEPARTMENT OF  
TRANSPORTATION

  
Authorized Signature  
206 S. 17th Avenue  
Phoenix, Arizona 85007